

Total Pet Care Services Agreement

This is an Agreement between Total Pet Care (hereinafter called "TPC") and the Owner/Guardian whose name is _____ and whose signature appears on the bottom of this form (hereinafter called "Owner/Guardian"). Following are the terms for service between the Owner/Guardian and TPC:

1. By signing this Agreement and leaving your pet with TPC, Owner/Guardian certifies to the accuracy of all information provided to TPC in writing or orally about the Pet. TPC reserves the right to deny admittance to any pet for any reason at any time.
2. Owner/Guardians specifically represents that he or she is the sole Owner/Guardians of the Pet, free and clear of all liens or encumbrances.
3. Owner/Guardians specifically represents to TPC that, to Owner/Guardian's knowledge, the Pet has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardians understands that each time Pet is brought to TPC, Owner/Guardians is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check-in.
4. Owner/Guardian agrees that if any fleas or ticks are discovered on the pet during check-in or at any time during the pet's stay, TPC will administer a flea bath to the pet at Owner/Guardian's expense.
5. Owner/Guardians acknowledges and is aware that the employees of TPC are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illness in the pets that are staying at a TPC location. In addition, Owner/Guardians acknowledges and is aware that vaccines do not protect against all communicable illness that may affect a pet.
6. Owner/Guardian acknowledges and agrees that they are assuming all risk of injury, illness, disease, harm or otherwise to their pet by allowing their pet to stay at TPC location.
7. Owner/Guardian agrees to hold TPC harmless in the event of injury or accident to the pet while under the care of TPC staff.
8. It is expressly agreed by Owner/Guardian and TPC that TPC's liability shall in no event exceed the lesser of the current chattel value of a pet of the same breed or the sum of \$200.00 per animal.
9. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of TPC, including payment of costs of injury to staff or other animals or damage to facilities caused by the Pet. Owner/Guardian further agrees to indemnify TPC and its agents against any claims made against TPC or its employees or members or other agents or losses or damages of any kind suffered by TPC or its agents as a result of Owner/Guardian's failure to inform TPC of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
10. Owner/Guardian understands that TPC utilizes playgroups where dogs interact with other pets. Owner/Guardian agrees that the Pet may be removed from a playgroup at TPC's discretion and not permitted to interact further with the dogs during current or subsequent stays. Owner/Guardian further understands that when dogs play in groups that nicks and scratches may occur.
11. TPC's staff may or may not notify Owner/Guardian immediately if the Pet sustains any nicks or scratches and even if the Pet is seriously injured, TPC's staff may wait and notify Owner/Guardian when the Pet is picked up by or delivered to the Owner/Guardian.
12. Owner/Guardian agrees to pay the pet care service and hotel rate in effect on the date Pet is checked into TPC and to pay for any additional services requested when Owner/Guardian picks up Pet. Owner/Guardian further agrees that the Pet shall not leave the facility until all charges due are paid by Owner/Guardian.
13. Owner/Guardian understands that any personal property left with pet is subject to damage and or loss. Owner/Guardian understands that TPC will wash dirty bedding, which may result in damaged bedding.
14. In an emergency, TPC will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided to TPC by Owner/Guardian; however, such an emergency might not provide the time to do so prior to the administration of care. Owner/Guardian authorizes TPC to obtain medical attention for the Pet from any qualified veterinarian and to transport the Pet to and from such veterinarian when TPC deems such medical care is important to Pet's health. Owner/Guardian grants TPC and its employees or agent full authority to make decisions involving the medical treatment of Pet and agrees to pay for all related costs. Owner/Guardian further agrees to hold TPC harmless for any claims for injuries or damages related to such medical care or that arise due to the transport of the Pet. In the event of a Pet's death the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.
15. California Civil Code (Section 1834.5)
Notwithstanding any other provision of law, whenever any animal is delivered to any veterinarian, dog kennel, cat kennel, pet-grooming parlor, animal hospital, or any other animal care facility pursuant to any written or oral agreement entered into after the effective date of this section, and the owner of such animal does not pick up the animal within 14 calendar days after the day the animal was due to be picked up, the animal shall be deemed to be abandoned. The person into whose custody the animal was placed for care shall first try for a period of not less than 10 days to find a new owner for the animal, and, if unable to place the animal with a new owner, shall thereafter humanely destroy the animal so abandoned.
16. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and TPC.

Owner/Guardian

Print Name _____

Signature _____ Date _____